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AUGUST 6, 2004](#)



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

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First District

Yvonne Brathwaite Burke
Second District

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Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

July 29, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF EMERGENCY HOSPITAL AND MEDICAL CARE AGREEMENT WITH
AVALON MUNICIPAL HOSPITAL AND CLINIC**
(4th District) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to accept and sign the Emergency Hospital and Medical Care Agreement with Avalon Municipal Hospital and Clinic (Exhibit I), in the annual maximum amount of \$25,000 to provide emergency medical care to indigent patients on the Island of Catalina, at the average regional California Medical Assistance Commission (CMAC) rates using SB 612/Emergency Medical Services Hospital Services Account funds, effective retroactively from July 1, 2003 through June 30, 2010

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

Approval of the recommended actions will provide for ongoing reimbursement to Avalon Municipal Hospital and Clinic (Avalon) for emergency medical care provided by Avalon to indigent patients on the Island of Catalina.

The Department of Health Services (DHS) has determined that Avalon, which is the only medical facility on the island, requires ongoing supplemental funding to ensure the continued provision of emergency medical care to indigent patients on the island. SB 612/Emergency Medical Services (EMS) Hospital Services Account funds are available for these services; however, Board approval is required to disburse these funds.

DHS only recently received notification from Avalon that a continuation of funding from the County was needed to cover the services for which the County previously provided reimbursement. Because of the lapse in communication, the Agreement was allowed to expire. Subsequently, Avalon notified DHS that funding from the County was still required. DHS acknowledges and agrees with the need for retroactive payment. Approval of the retroactive funding will correct the oversights of both parties.

FISCAL IMPACT/FINANCING:

The annual maximum cost of the Agreement is \$25,000 which is 100% funded from the SB 612/EMS Hospital Services Account, for a total maximum term amount of \$175,000. There is no net County cost. The agreement period is effective retroactively from July 1, 2003 through June 30, 2010. Funding for this Agreement is included in FY 2004-05 Adopted Budget and will be requested in future fiscal years. Funds will be available upon Board approval from SB 612/EMS Hospital Services Account to meet the projected need.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The SB 612/EMS Hospital Services Account was established in 1988 to pay for uncompensated emergency medical services provided to indigent patients. Funding is derived from traffic citations. Statutorily, 25% of the funds are allocated to the Hospital Services Account to pay hospitals providing a disproportionate amount of trauma and emergency medical care services to indigent patients. As permitted in Health and Safety Code section 1797.98e(a), the Board serves as the "administrating officer" of the SB 612/EMS Fund.

The Hospital Services Account generates revenue from citations and distributes monies to hospitals in the amount of \$3.7 million annually. Hospital Services Account funds primarily support the trauma hospital system. The funds also reimburse hospitals for care rendered to indigent burn victims, as well as Avalon for emergency care rendered to indigent patients.

On October 17, 2000, the Board approved the Emergency Hospital and Medical Care Agreement with Avalon for reimbursement of emergency medical care services to indigent patients. The Agreement expired on June 30, 2003.

EMS Agency will administer this program on behalf of the County.

The Agreement may be terminated for convenience by the County with 30-days prior written notice.

The recommended actions are consistent with DHS' goal of providing excellence of service to the residents of Los Angeles County (County).

County Counsel has approved the Agreement (Exhibit I) as to use and form.

Attachment A provides additional information.

Because there are no other providers of hospital services on the Island of Catalina, this Agreement is not an appropriate candidate to be advertised on the Los Angeles County online web site.

CONTRACTING PROCESS:

Because Avalon is the only medical facility to provide emergency medical care to indigent patients on the Island of Catalina, it is not feasible to conduct a contract solicitation for these services.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

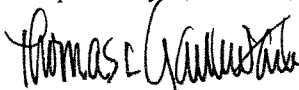
Failure to approve the recommended actions will severely hamper Avalon's ability to maintain its current emergency services for indigent patients. Approval of the recommended actions will enable Avalon to invoice the County for reimbursement from SB 612/EMS Hospital Services Account funds

The Honorable Board of Supervisors
July 29, 2004
Page 3

at the average regional CMAC rates for the provision of the emergency services to indigent patients beginning July 1, 2003.

When approved, this Department requires three copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:cvm

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

BLETC3301.CVM
cvm:07/22/04

SUMMARY OF AGREEMENT1. Type of Service:

The Emergency Hospital and Medical Care Agreement with Avalon Municipal Hospital and Clinic provides emergency medical care to indigent patients on the Island of Catalina, which is the only medical facility on the island. The SB 612/Emergency Medical Services (EMS) Hospital Services Account provides 100% of the reimbursement source for funding emergency medical care provided to indigent patients on the island.

2. Agency Addresses and Contact Persons:

Avalon Municipal Hospital and Clinic
100 Falls Canyon Road
Avalon, California 90704
Contact: Dawn Sampson
Telephone: (310) 510-0520

3. Term:

Effective retroactively from July 1, 2003 through June 30, 2010. This agreement may be terminated for convenience by the County with the provision of 30-days prior written notice.

4. Financial Information:

The SB 612/EMS Hospital Services Account fund provides a maximum \$25,000 annually for emergency medical care to indigent patients on the Island of Catalina, effective retroactively from July 1, 2003 through June 30, 2010, for a total maximum term amount of \$175,000. There is no net County cost. The SB 612/EMS Hospital Services Account fund provides for reimbursement associated with the agreement at the average regional California Medical Assistance Commission rates.

5. Supervisory District:

4th District.

6. Approvals:

Emergency Medical Services Agency:	Carol S. Meyer, Director
Contract Administration:	Irene E. Riley, Director
County Counsel:	Edward A. Morrissey, Deputy County Counsel
CAO Budget Unit:	Greg Polk, Budget Analyst

BLETCD3301:CVM
cvm: 07/22/04

EXHIBIT I

CONTRACT No. _____

EMERGENCY HOSPITAL AND MEDICAL CARE AGREEMENT
WITH AVALON MUNICIPAL HOSPITAL AND CLINIC

AGREECD3301:CVM
cvm:07/29/04

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EXHIBITS:

- EXHIBIT A - PAYMENT PROVISIONS
- EXHIBIT B - JURY SERVICE EMPLOYEE PROGRAM APPLICATION FORM
- EXHIBIT C - SAFELY SURRENDERED BABY LAW EMPLOYEE NOTICE

Contract # _____

EMERGENCY HOSPITAL AND MEDICAL CARE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____, 2004,

by and between COUNTY OF LOS ANGELES (hereafter
"County"),

and AVALON MUNICIPAL HOSPITAL AND
CLINIC (hereafter "Contractor").

WHEREAS, County and Contractor are committed to assuring the
provision of emergency medical care to indigent persons becoming
ill or injured on the Island of Catalina; and

WHEREAS, Contractor's general acute care facility, licensed in
accordance with the requirements of the California Health
Facilities Licensure Act (Health and Safety Code, Section 1250, et
sec.) and regulations promulgated pursuant thereto, is licensed,
equipped, staffed, and willing to provide the hospital services
described herein for and in consideration of the payments provided
for under this Agreement and upon the conditions hereinafter set
forth; and

WHEREAS, although Contractor has only a standby emergency
facility, it does have, and will continue to have during the term
of this Agreement, a physician "on call" to serve its patients; and

WHEREAS, Contractor's facility has served, and continues to
serve, as an interim receiving facility for advanced life support

patients in County's emergency medical services program who cannot be immediately transferred to mainland hospitals; and

WHEREAS, County's payments hereunder are intended to pay for the hospital component of contractor's emergency medical service Contractor renders to indigent persons, and in that way help assure the continuing viability of Contractor's hospital program on the Island of Catalina; and

WHEREAS, funding for this contract program is derived from the "25% hospital" allocation of the Emergency Medical Services ("EMS") Fund, as defined in Health and Safety Code section 1797.98a(b); and

WHEREAS, this Agreement is authorized by provisions of Health and Safety Code sections 1451 and 1797.98e(a); and

WHEREAS, the parties desire to provide a full statement of their respective rights and responsibilities in connection with the provision or arrangement for emergency medical services by Contractor during the term of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree hereto as follows:

1. TERM: The term of the agreement shall commence and become effective July 1, 2003 and shall continue in full force and effect to and including June 30, 2010, unless sooner terminated, revoked, or cancelled pursuant to the terms of this Agreement.

2. DEFINITIONS:

A. Indigent Patients: For purposes of this Agreement only, those patients at Contractor's facility who are not covered in whole or in part by Medi-Cal, Medicare, or other

government health care program, or by private health insurance or a prepaid health plan program, or through their families are unable to pay Hospital at Hospital's usual and customary rate(s).

B. Emergency Hospital Services: Those services provided in Contractor's facility to determine if an emergency medical condition or active labor exists, and if it does, the care, treatment and surgery necessary to relieve or eliminate the emergency medical condition with the capability of Contractor's facility, consistent with section 1317.1 of the California Health and Safety code, as amended.

3. DUTIES AND RESPONSIBILITIES OF HOSPITAL: This Agreement is intended to pay for the provision of hospital services to emergency indigent patients at Contractor's facility, until their discharge or their transfer to a mainland facility however not to exceed forty-eight (48) hours of inpatient care. The parties understand that Contractor does not have all the staffing or equipment capability of a large mainland hospital. However, during the term of this Agreement, Contractor shall maintain its staffing and equipment capability at least at the level which existed on June 30, 2003.

Contractor's facility at all times during the term of this Agreement shall have a licensed physician "on call" and readily available to serve eligible emergency patients.

Contractor shall maintain for the term of this Agreement a

record of all 9-1-1 patients brought by prehospital care personnel to Contractor's facility.

Contractor shall designate an individual with experience in prehospital and emergency department matters to communicate with staff of County's EMS Agency on issues regarding 9-1-1 patients and other service area issues.

Contractor shall, upon request of staff of County's EMS Agency, submit copies of all records and logs pertaining to prehospital care of patients and personnel involved in providing services pursuant to this Agreement. County's EMS Agency shall comply with all applicable Federal and State laws relating to confidentiality and shall maintain the confidentiality of all records submitted in compliance with this subparagraph.

4. ADMINISTRATION AND MONITORING:

A. The Director of County's Department of Health Services, or his/her authorized designee (hereinafter collectively referred to as "Director"), shall have the authority to administer this Agreement on behalf of County.

B. Contractor extends to Director and to authorized representatives of the State, of California, the right to review and monitor Contractor's programs and procedures, hereunder and to inspect its facility for contractual compliance at all reasonable times.

5. PAYMENT PROVISIONS: During the term of this Agreement, County's payment to Contractor hereunder shall only be for services

provided by Hospital as set forth in Exhibit A attached hereto and incorporated herein by reference of this Agreement, at an annual maximum cost of \$25,000.

6. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor.

B. Contractor understands and agrees that all persons furnishing hospital services on behalf of Contractor under this Agreement are, for purposes of workers' compensation liability, solely the responsibility of Contractor and not the responsibility of County.

C. Contractor shall bear the sole responsibility and liability for any and all worker's compensation benefits which are legally required to be paid to any person for injuries arising from or connected with services performed on behalf of Hospital pursuant to this Agreement.

7. PATIENT COMPLAINT: Contractor shall adopt and post in a conspicuous place a written policy on resolving patient complaints. Procedures for resolving a patient's complaint may be combined with a patient grievance procedure. Complaints by a patient with regard to substandard conditions may be investigated by County, the State Department of Health Services, Licensing and Certification Division

or such other agency as required by law or regulation.

8. STANDARDS OF CARE:

A. Contractor shall provide for supervision and monitoring of the medical care provided patients under this Agreement, in accordance with recognized standards therefore through regular review of patient medical records by Contractor's appropriately designated medical staff committee(s).

B. Contractor shall be in conformance with all applicable Federal and State statutes, regulations, and related requirements, as amended from time to time, which are applicable to Contractor's provision of services under this Agreement.

C. County has established a Quality Assurance Committee, composed of County employees appointed by Director to review the services contemplated by this Agreement and other County contracts, and to assure a standard of care by Contractor and others which is consistent with the laws of the State and Federal governments, with County quality assurance standards, and with the prevailing standards of medical practice in the community. Contractor agrees to adhere to the standards thereby established for emergency services and to permit review by County's quality assurance committee representatives of Contractor's patient charts and patient

records for indigent patients hereunder. Such review shall not extend to records of medical staff committees protected under Evidence Code section 1157.

D. Contractor shall have a written Quality Assurance Program that describes the program's objectives, organization, and mechanisms for overseeing the effectiveness of monitoring, evaluation, and problem-solving activities and shall provide a copy of such Quality Assurance Program to Director upon request. Contractor shall maintain records of peer review plans, audit results, problems identified, and corrective actions for a period of ten (10) years from the date (1994) such records were prepared, and shall have them available upon request at any and all reasonable times for review by County's Quality Assurance Committee.

9. CONFIDENTIALITY: Contractor shall maintain confidentiality of records in accordance with all applicable State and Federal laws and regulations relating to confidentiality of records and Contractor shall inform all its officers, employees, and agents of said confidentiality provisions. Contractor agrees to defend, protect, and save harmless the County of Los Angeles, its officers, agents and employees against any and all liability and demands arising out of the disclosure of records by Contractor, its officers, agents, or employees.

10. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT: The

Parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a 'covered entity' under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measure to comply with the law and its implementing regulations.

"CONTRACTOR AND COUNTY UNDERSTAND AND AGREE THAT EACH IS

INDEPENDENTLY RESPONSIBLE FOR HIPPA COMPLIANCE AND AGREE TO TAKE ALL NECESSARY AND REASONABLE ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPPA LAW AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS AND CODE SET, PRIVACY, AND SECURITY. EACH PARTY FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS), FOR ITS FAILURE TO COMPLY WITH HIPPA."

11. REPORTS: Contractor shall make reports as may be required by Director or by any appropriate agency of the State of California, or both, concerning its activities as they affect the contract duties and purposes contained herein. Director has established procedures for reporting and Director has heretofore provided Contractor with the necessary forms and an explanation of the procedures required for reporting all such information. Contractor hereby acknowledges receipt of copy of same.

12. RECORDS AND AUDITS:

A. Financial Records: Contractor shall prepare and maintain financial books and records of services rendered to all eligible patients served hereunder in accordance with Contractor's customary record preparation and record keeping requirements for all its patients; provided, however, that such records and procedures must demonstrate patient's eligibility as defined in Paragraph 2 (Definitions), hereinabove, and must at all times meet California Code of

Regulations and California Health and Safety Code licensing requirements. Such books and records shall be retained by Contractor at a location in Los Angeles County during the term of this Agreement and for a minimum of five (5) years following its expiration or earlier termination. During such period, they shall be made available upon request at all reasonable times for inspection, audit, and photocopying by authorized representatives of Director or of State, or both. During such five (5) years, as well as during the term of this Agreement, all such records shall be made available by Contractor at a location in Southern California, within ten (10) days of County's request for such records and shall be made available during County's normal business hours to representatives of County for purposes of inspection and audit.

B. Patient Records: Contractor shall maintain adequate treatment records on each patient, which shall include, but are not limited to, progress notes and records of services provided in sufficient detail to permit the evaluation of services rendered pursuant to this Agreement. All patient records shall meet State hospital licensure requirements and shall be retained by Contractor for a period of at least five (5) years following the expiration or termination of this Agreement. During such five (5) year period, as well as

during the term of this Agreement, all such records shall be retained by Contractor at a location in Los Angeles County and shall be made available at all reasonable times upon request to authorized representatives of Director or of State, or of both, for purposes of inspection, audit, and photocopying.

C. Audit Reports: In the event that an audit is conducted of Contractor by a Federal or State auditor, Contractor shall notify County's Department of Health Services, Contracts and Grants Division, and County's Auditor-Controller within thirty (30) calendar days of receipt of the resulting audit report. Director or County's Auditor-Controller may review such audit report at Contractor's premises and, upon Director's or County's Auditor-Controller's request, Contractor shall tender a full and complete copy of such audit report within ten (10) calendar days. To the extent permitted by law, County shall maintain the confidentiality of all such audit report(s).

D. Federal Access to Records: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act [42 U.S.C. Section 1395x(v)(1)(I)] is applicable, Contractor agrees that for a period of four (4) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human

Services or the Comptroller General of the United States, or any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve-month (12) period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

E. Audit/Compliance Review: In the event County or State representatives, or both, conduct an audit/compliance review of Contractor, Contractor shall fully cooperate with such representatives. Contractor shall allow the County or State representatives, or both, access to all pertinent financial and other reports, and medical records, and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor's its customary charge for record copying services, if requested. Such audit/compliance review shall not extend to records on information of medical staff or peer review committees made privileged by Evidence Code section 1157. An

exit conference shall be held following the performance of any such audit/compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

F. Availability of Personnel, Facilities, Protocols:

Contractor shall make its personnel, facilities, and medical protocols available to assist Director, or State representative(s), or of both, to verify compliance with applicable standards and regulations and with the terms of this Agreement.

13. ENDORSEMENT: Contractor shall not, in any manner, advertise, publish or represent that County endorses the services herein mentioned without the prior written consent of the County. Any published document referencing County must have prior written consent of County.

14. RIGHTS IN DATA: County retains the right to use, duplicate and disclose in whole or in part, in any manner, for County's use or use of an agency contracting with County for provision of emergency hospital and medical care services, but does not obtain the right to authorize others to use, all writings, drawings, pictorial reproductions, or other graphical representations and works of a similar nature produced by Contractor as a result of its activities supported by this Agreement. Provided however, that the foregoing does not apply to Contractor's policies, procedures, patient handbook or other

information or writing which are deemed by Contractor to be proprietary. Contractor retains the right to use, duplicate and disclose in whole or in part, in any manner, for any purposes whatsoever, all writings, drawings, pictorial reproductions, or other graphical representations and works of a similar nature produced by Contractor as a result of its activities supported by this Agreement subject to Paragraph 13 (Endorsement), hereinabove.

15. COUNTY'S QUALITY ASSURANCE PLAN: Director will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which Director determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to County's Board of Supervisors. The report will include improvement/ corrective action measures taken by Director and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate Agreement or impose other penalties as specified in Agreement.

16. SUSPENSION OF SERVICES: Director may suspend this Agreement (in whole or in part) at any time if Contractor, its respective employees, agents, or subcontractors engage in, or if Director has reasonable justification to believe that Contractor, or such employees, agents, or subcontractors may be engaging in, a

course of conduct which poses an imminent danger to the life or health of patients receiving or requesting care and services from Contractor hereunder.

17. CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND DISASTER:

Contractor recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this contract, full performance by Contractor during any riot insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Agreement.

18. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connect with Contractor's acts and/or omissions arising from and/or relating to this Agreement. Notwithstanding any other provision in this Agreement, the obligations of Contractor as set forth in this paragraph shall

survive the termination of this Agreement.

19. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County, and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Contract Administrator, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor East, Los Angeles, CA 90012 prior to commencing or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its

officials, officers, and employees as insureds for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporated surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required

insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims or Suits:

Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager and/or liaison.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or

insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors:
Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

20. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability: Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

B. Automobile Liability: Insurance (written on ISO

policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability:

Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

D. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an

extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

21. SPARTA PROGRAM: A County program, known as 'SPARTA' (Service Proposers, Artisan and Tradesman Activities) may be able to assist Contractors in obtaining affordable liability insurance. The County's insurance broker, Municipality Insurance Services, Inc, administers the SPARTA Program. For additional information, a Contractor may call (800) 420-0555 or contact SPARTA through the e-mail address: carol@web2wise.com.

22. LICENSES AND COMPLIANCE WITH APPLICABLE LAW:

Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, and certificates required by law which are applicable to the operation of its facility and for the provision of services hereunder. Contractor shall further ensure that all its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, and certificates required by law which are applicable to the performance hereunder. Contractor shall further comply with all Federal, State, and local laws, ordinances, regulations, and directives applicable to its performance hereunder.

As a material term of this Agreement, the Contractor shall comply with applicable Federal and State laws governing the provision of hospital services under this Agreement and operate in

accordance with generally accepted hospital standards, including but not limited to, those established by the Joint Commission on Accreditation of Healthcare Organizations.

23. COMPLIANCE WITH CIVIL RIGHTS LAWS: The Contractor hereby assures that it will comply with Subchapter VII of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

24. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services in any manner on the basis hereunder because of race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, or sexual orientation in accordance with all applicable requirements of Federal and State law. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different or is provided in a different manner or at a different time from that provided to others; subjecting any person to segregation or separate treatment

in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit. Contractor shall take positive steps to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, or sexual orientation.

Facility access for handicapped must comply with the Rehabilitation Act of 1973, section 504, where Federal funds are involved, and Title III of the Federal Americans with Disabilities Act of 1990.

Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director for the purpose of presenting his or her complaint of alleged discrimination. Such

procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures.

A copy of such procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

25. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, or sexual orientation and in compliance with all anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, or physical or

mental handicap, or sexual orientation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

C. Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, or sexual orientation.

D. Contractor shall allow County representatives access to its employment records related to this Agreement during regular business hours to verify compliance with these provisions when so requested by Director.

E. If County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which County may determine to cancel, terminate, or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated

State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

F. The parties agree that in the event Contractor violates the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to a sum of five-hundred dollars (\$500) pursuant to Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

26. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of undocumented aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended.

Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any

alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

27. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

28. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall use its best efforts to assure that no employee will perform services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

29. CONFLICT OF INTEREST: No County employee whose position in County enables him or her to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement.

30. UNLAWFUL SOLICITATION: Contractor shall inform all of its

employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall ensure that all persons are referred to the attorney referral service of the Los Angeles County Bar Association.

31. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against

any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

32. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set for in Internal Revenue Service Notice 1015.

33. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a reemployment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as vacancies occur after the implementation and throughout the term of this Agreement.

Notwithstanding any other provision of the Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

34. CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR

EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet Contractor's minimum qualifications for the open position. The County will refer GAIN participants by job category to Contractor.

35. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD

SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child

Support Services Department (CSSD) Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

36. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit C attached hereto and incorporated herein by reference of this Agreement, and is also available on the Internet at www.babysafela.org for printing purposes.

37. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the

Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service.

B. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve-month (12) period under one (1) or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor.

C. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve-month (12) period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract Agreement.

D. If Contractor is not required to comply with the

Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion; that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. Attached hereto, as Exhibit B, is the required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", to be completed by the Contractor.

E. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

38. RECYCLED BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

39. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

40. NON-APPROPRIATION OF FUNDS CONDITION: County shall not be obligated by any provision of this Agreement during any of County's future July 1 through June 30 fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each such future fiscal year. If County's Board of Supervisors fails to appropriate funds for any such future Fiscal Year, this Agreement shall be deemed to have terminated on

June 30 of the prior Fiscal Year. Director shall notify Contractor in writing of the non-allocation of funds at the earliest possible date.

41. COUNTY AUDIT SETTLEMENTS: If, at any time during the term of this Agreement or at any time after the expiration or prior termination of this Agreement, representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than the payments made by County to Contractor, then the difference shall be at Director's option, be either repaid by Contractor to County by cash payment upon demand or, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment.

42. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS:

Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall

terminate as of June 30 of the last County fiscal year for which funds were appropriated. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

43. SUBCONTRACTING: Although it is the intent of the parties that all services hereunder are to be provided by Contractor's employees, both parties agree that Contractor may encounter a need for highly specialized services for which Contractor may find it necessary to subcontract.

The requirements for such limited use of subcontracting are as follows:

A. No performance of this Agreement or any portion thereof shall be subcontracted by Contractor without the prior written consent of Director or his/her authorized designee(s). Any attempt by Contractor to subcontract any performance of services under this Agreement without the prior written consent of Director or his/her authorized designee(s) shall be null and void and shall constitute a material breach of this Agreement.

B. In the event Director or his/her authorized designee(s) may consent to subcontracting, each and all of the provisions of this Agreement and any amendment thereto shall extend to, be binding upon, and inure to the benefit of, the successors or administrators of the respective parties.

C. In the event that Director or his/her authorized designee(s) would consent to subcontracting, Contractor shall

include in all subcontracts under the terms of a prime contract with the County of Los Angeles and shall be subject to all the provisions of such prime contract. All representations and warranties shall inure to the benefits of the County of Los Angeles.

D. Contractor's request to Director or his/her authorized designee(s) for approval to enter into a subcontract shall include:

(1) A description of the services, to be provided by the subcontract.

(2) Identification of the proposed subcontractor and documented explanation as to the qualifications of the Subcontractor and the ability to provide services required in the Contract, and to include a description of Contractor's efforts to obtain competitive bids of why and how the proposed subcontractor was selected.

(3) Any other information and/or certifications requested by Director or his/her authorized designee(s).

E. All subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of any subcontractor. Approval of the provisions of any subcontract by

Director or his/her authorized designee(s) shall not be construed to constitute a determination of the allocability of any cost under this Agreement.

F. Contractor shall be solely liable and responsible for any and all payments and other compensation for all subcontractors. County shall have no liability or responsibility for any payment or other compensation for any subcontractor.

44. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION: Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a

material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

45. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION: Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, as a consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

Shareholders or partners, or both, of Contractor may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this

Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgment, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Agreement services and other work. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

46. MERGER PROVISION: This contract document and its attachments fully expresses all understandings of the parties concerning all matters covered and shall constitute the total agreement of the parties. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

47. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For breach or violation of this warranty, County shall

have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

48. RESTRICTIONS ON LOBBYING: If any federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

49. COUNTY LOBBYISTS: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010. retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

50. GOVERNING LAWS, JURISDICTION, AND VENUE: This Agreement shall be construed in accordance with and governed by the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes

regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

51. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 35 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), hereinabove, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's CSSD shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to Paragraph 53 (Termination for Default), hereinabove, and pursue debarment, pursuant to County Code Chapter 2.202.

52. TERMINATION FOR INSOLVENCY:

A. County may terminate forthwith this Agreement for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor: Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Code or not.

(2) The filing of a voluntary or involuntary petition under the Federal Bankruptcy Code.

(3) The appointment of a Receiver or Trustee for Contractor.

(4) The execution by Contractor of an assignment for the benefit of creditors.

B. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

53. TERMINATION FOR DEFAULT:

A. County may, subject to the provisions of Subparagraph C, hereinbelow, by written notice of default to Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform the services within the time specified in the Agreement or any extension thereof; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms and, in either of these two (2) circumstances, does not cure such failure within a period of ten (10) days (or such longer period as County may authorize in writing) after receipt of

notice from County specifying such failure.

B. In the event County terminates this Agreement in whole or in part as provided in Subparagraph A, hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any excess costs incurred by County, as determined by County, for such similar services, provided that Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph.

C. Except with respect to defaults of subcontractors, Contractor shall not be liable for any such excess costs if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of Contractor, as determined by County. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, as

determined by County, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule, as determined by County.

D. If, after the notice of termination of this Agreement under the provisions of this Paragraph, it is determined for any reason that Contractor was not in default under the provisions of this Paragraph, or that the default was excusable under the provisions of this Paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 54 (Termination for Convenience), hereinbelow.

E. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and provided by law or under this Agreement.

F. As used in Subparagraph C, hereinabove, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

54. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated in whole or in part from time to time when such action is deemed by County and Contractor to be in its best interest. Termination of services hereunder shall be effected by

delivery to the non-notifying party of a thirty (30) day by the County, and of a one hundred and twenty (120) days by the Contractor, advance Notice of Termination specifying the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall stop services under this Agreement on the date and to the extent specified in such Notice of Termination.

After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine in the reasonable exercise of its judgment on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor, for a period of seven (7) years after final settlement under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect of the termination of services hereunder. All such books, records, documents or other evidence shall be retained by Contractor or made

available by Contractor at a location in Los Angeles County and shall be made available within twenty (20) working days of County's request during County's normal business hours to representatives of County for purposes of inspection or audit. In the event that such books, records, documents, or other evidence are located outside Los Angeles County, then, at Contractor's option, such inspection or audit shall take place at an agreed place at such location, and Contractor shall pay County for travel, per diem, and other costs related to such inspection or audit.

55. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to Contractor's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision

of the employee or to the county Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

56. ALTERATION OF TERMS: The body of this Agreement, together with the exhibits hereto, fully expresses all matters covered and shall constitute the total Agreement. Except as specifically provided herein, no addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in writing and formally adopted in the same manner as this Agreement.

57. NOTIFICATION OF AGREEMENT: Contractor shall generally inform its officers, employees, and agents who perform services referred to under this Agreement of the provisions of this Agreement with particular emphasis on the aforementioned Paragraphs, STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE, INDEPENDENT CONTRACTOR STATUS, LICENSES AND COMPLIANCE WITH APPLICABLE LAW, CONFIDENTIALITY, AND UNLAWFUL SOLICITATION.

58. CONFLICT OF TERMS: To the extent there exists any conflict between the language of the body of this Agreement and that of any exhibits attached hereto, the former shall govern and prevail.

59. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the

remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

60. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

61. ORDER OF PRECEDENCE AND INTERPRETATION: In the event of any inconsistency between provisions of this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

A. Body of Agreement

B. Exhibits of Agreement, in order of preference:

Exhibit A Payment Provisions

Exhibit B Jury Service Employee Program Exemption
and Certification Form

Exhibit C Safely Surrendered Baby Law Notices

If there is any uncertainty, ambiguity or discrepancy as to the provisions of this Agreement, or if there is any misunderstanding as to the interpretation or applicability of any provision hereunder, Director shall be consulted and his decision thereon shall be final.

62. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt

requested, to the parties at the following addresses and to the attention of the person named. County's Director of Health Services shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving ten (10) days prior written notice thereof to the parties.

To County: (1) Department of Health Services
 Fiscal Management
 313 North Figueroa Street, Room 531
 Los Angeles, California 90012

Attention: Fiscal Manager

(2) Department of Health Services
 Contracts and Grants Division
 313 North Figueroa Street
 Sixth Floor-East
 Los Angeles, California 90012

Attention: Director, Contract Administration

To Contractor: Avalon Municipal Hospital & Clinic
 100 Falls Canyon Road
 Avalon, California 90704

Attention: Chief Financial Officer

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its by its

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Director of Health Services or his designee, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

AVALON MUNICIPAL HOSPITAL
AND CLINIC

Contractor

By _____
Signature

By _____
(Type Name)

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Irene E. Riley, Director
Contract Administration

AGREECD3301:CVM
CVM:07/29/04

EXHIBIT A

PAYMENT PROVISIONS

During the term of this Agreement, County's payment to Contractor hereunder shall not exceed the first forty-eight (48) hours of care for indigent patients and shall be paid as follows:

1. Only the costs of hospital emergency care rendered by Contractor to indigents, as herein defined, are covered. Contractor shall make all reasonable efforts to bill and collect these costs from the patient, responsible family members, and public and private third-party insurers and prepaid health plans, as appropriate, before invoicing County. These efforts shall be recorded by Contractor and the resultant records shall be made available, upon request, at any and all times during Contractor's facility's regular business hours, to County staff authorized by Director during the term of this Agreement and for a period of three (3) years thereafter for inspection, audit, and photocopying.

2. Reimbursement for hospital component of inpatient services shall be at the Average Medi-Cal Contract Rate for Southern California Reported by the California Medical Assistance Commission ("CMAC") in its last annual report to the legislature. Contractor services performed on and after the date of that report's publication shall be paid

at the Average Medi-Cal Contract Rate reflected therein until a new report is published, at which time new report's rate shall govern payment of Contractor services rendered on and after the date of the new report.

3. Only services provided by Hospital during County fiscal years (July 1, 2003 through June 30, 2010) are covered under this Agreement with a maximum cost of \$25,000 annually.

4. All Contractor claims for reimbursement must be received by the County within four (4) months after the close of the fiscal year during which services were provided, no later than the last working day of October for the prior fiscal year.

5. Invoices to County for hospital services hereunder, which must be itemized and detailed on a UB-92 form, shall be mailed to:

County of Los Angeles
Department of Health Services
Fiscal Services-Special Revenue Unit
313 N. Figueroa Street
Los Angeles, California 90012

6. Upon receipt of County payment for a patient hereunder, Contractor shall cease all billing attempts to recover payment from the patient, the patient's family, or other third-party payers and County is subrogated to

Contractor's rights against all such parties.

7. Any and all payments received by Contractor from patient, responsible family members, public and private third party insurers, or prepaid health plans must be immediately reported to County's Expenditure Management Division, as indicated hereinabove in Paragraph 6.

Contractor shall refund the amount equal to the payment previously made to Contractor by County. In the absence of such refund, the amount of the refund may be deducted from future payments owed to Contractor by County under this Agreement.

8. Contractor's physicians, if appropriate, may bill County for professional care provided patients at Contractor's facility by separate agreements under County's Physician Services for Indigent's Program ("PSIP").

AGREECD3301:CVM
cvm:07/29/04

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXEMPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) or contract extensions is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders, proposers or current contractors, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempt from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	()	
Solicitation For (Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

☐ My Business does not meet the definition of "contractor", as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exemption is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program. "OR"

Part II: Certification of Compliance

☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

SAFELY SURRENDERED BABY LAW

**no shame.
no blame.
no names.
now there's a way to
safely surrender your baby**

**The Newborn Abandonment Law
A Confidential Safe Haven For Newborns**

In California, the Newborn Abandonment Law allows an individual to give up an unwanted infant with no fear of arrest or prosecution for abandonment as long as the baby has not been abused or neglected. The law does not require that names be given when the baby is surrendered. Parents are permitted to bring a baby within 3 days of birth to any hospital emergency room or other designated safe haven in California. The baby will be placed in a foster or pre-adoptive home.

In California, no one ever has to abandon a child again.

In Los Angeles County:

(877) BABY SAFE

(877) 222-9723

babysafela.org

State of California
Gray Davis, Governor
Health and Human Services Agency
Grantland Johnson, Secretary
Department of Social Services
Rita Saenz, Director

Los Angeles County Board Of Supervisors
Gloria Molina, Supervisor, First District
H.Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles

What is the Newborn Abandonment Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

Does a parent have to tell anything to the people taking the baby?

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

Why is California doing this?

The purpose of the Newborn Abandonment Law is to protect babies from being hurt or killed because they were abandoned. You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Newborn Abandonment Law, this tragedy doesn't ever have to happen in California again.

The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Newborn Abandonment Law. This baby was the eighteenth child protected under California's Newborn Abandonment Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

Every baby deserves a chance for a healthy life. If you or someone you know is considering giving up a child, learn about your options.

Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.

**sin pena.
sin culpa.
sin nombres.
ahora hay una manera para entregar
a su bebé sin ningún peligro**

**Ley Sobre Cómo Entregar A Su Bebé Sin Ningún
Peligro....Un refugio seguro y confidencial para los
recién nacidos.**

La ley sobre cómo entregar a su bebé sin ningún peligro permite que una persona entregue a su bebé sin tener miedo de ser arrestada o recibir enjuiciamiento siempre y cuando el bebé no haya sufrido abuso o negligencia. No requiere que se proporcione ningún nombre ni otra información al momento que se entregue el bebé. Permite que los padres entreguen a su bebé, antes de que pasen tres días de su nacimiento, en la sala de emergencia de un hospital u otros lugares designados como refugios seguros en California. El bebé se colocará en un hogar de crianza temporal o en un hogar pre-adoptivo.

En California, nunca nadie tiene que volver a abandonar a un bebé.

**En el Condado de Los Angeles:
(877) BABY SAFE
(877) 222-9723
babysafela.org**

Estado de California
Gray Davis, Governor
**Secretaría de Salud
y Servicios Humanos**
Grantland Johnson, Secretary

Departamento de Servicios Sociales
Rita Saenz, Director

**Junta de Supervisores
del Condado de Los Angeles**
Gloria Molina, Supervisora del Primer Distrito
Yvonne Brathwaite Burke, Supervisora del Segundo Distrito
Zev Yaroslavsky, Supervisor del Tercero Distrito
Don Knabe, Supervisor del Cuarto Distrito
Michael D. Antonovich, Supervisor del Quinto Distrito

Esta Iniciativa también está apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la ley sobre cómo entregar a su bebé sin ningún peligro, conocida en inglés como "Newborn Abandonment Law" ?

Es una ley nueva. Bajo esta ley, una persona puede entregar a su bebé de manera confidencial. Siempre y cuando el bebé no haya sufrido abuso o negligencia, la persona puede entregar a su bebé sin tener el miedo de ser arrestada o recibir enjuiciamiento.

¿Cómo funciona? Un padre/madre angustiado que no puede o no quiere cuidar a su bebé puede, legalmente y en forma confidencial y segura, entregar a su bebé antes de que pasen tres días de su nacimiento. Todo lo que se requiere es que se lleve al bebé a la sala de emergencia de un hospital en California. Una banda de identificación se colocará en el brazo del bebé. Una banda con la misma identificación se le entregará al padre/madre. Dicha banda de identificación ayudará a conectar al padre/madre con el bebé si es que él o ella quiere recuperarlo.

¿Puede solamente el padre/madre entregar al bebé? En la mayoría de los casos, el padre/madre entregará al bebé al hospital. La ley permite que otra persona entregue al bebé si es que tiene la custodia legal.

¿Tiene el padre/madre que llamar antes de entregar al bebé? No. Un padre/madre puede entregar al bebé en un hospital en cualquier momento, las 24 horas al día, los 7 días de la semana.

¿Tiene el padre/madre que divulgar algo a la persona a la que le entregue el niño? No. No se requiere nada. Sin embargo, el personal del hospital le entregará al padre/madre un cuestionario sobre información médica que está diseñado para obtener un historial médico de la familia. Esto puede ser muy útil para el cuidado del niño, pero completar el cuestionario es la decisión de los padres.

¿Qué le sucede al bebé? Se examinará al bebé y se le proporcionará tratamiento médico si es que lo necesita. Luego, la Oficina de Servicios para la Protección de Niños se hará cargo de la custodia y colocará al bebé en un hogar de crianza temporal o en un hogar preadoptivo información acerca del bebé.

¿Qué le sucede a los padres? Una vez que hayan entregado al bebé de una manera segura, estarán libres de irse.

¿Qué sucede si un padre/madre quiere recuperar al niño? El padre/madre (o padres) puede llevar la banda de identificación al hospital. El personal del hospital le proporcionará

¿Por qué está California haciendo esto?

El propósito de la ley sobre cómo entregar a su bebé sin ningún peligro es proteger a los bebés para que no mueran o sufran algún daño debido a que fueron abandonados. Es posible que haya escuchado historias trágicas de bebés que fueron abandonados en basureros o en baños públicos.

Posiblemente, las personas que cometieron estos actos estaban bajo una severa angustia emocional. Las madres pudieron haber escondido sus embarazos, temerosas de lo que sucedería si sus familias se enteraran. Debido a que tenían miedo y no tenían ningún lugar donde buscar ayuda, ellas abandonaron a sus bebés.

Abandonar a un bebé significa un gran peligro para dicho bebé. También es ilegal. Muchas veces, esto resulta en la muerte del bebé. Debido a la ley sobre cómo entregar a su bebé sin ningún peligro, esta tragedia nunca tiene que pasar otra vez en California.

El décimo octavo bebé que fue entregado sin ningún peligro en California: A las 8:30 de la mañana del jueves, 25 de julio de 2002, un bebé recién nacido y saludable se entregó en el centro médico St. Bernardine en San Bernardino, bajo lo estipulado en la ley sobre cómo entregar a su bebé sin ningún peligro. El bebé fue la décima octava criatura protegida bajo esta ley. Como lo estipula la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencia, un pediatra lo examinó y está saludable y bien. El bebé se colocó en un hogar de crianza temporal donde recibió cuidado por un corto tiempo mientras se empezaban los trámites de adopción.

Cada bebé merece la oportunidad de tener una vida saludable. Si usted, o alguien más a quien conoce, está considerando entregar a su bebé, conozca sus opciones.

Ciertamente, nosotros preferiríamos que las mujeres buscaran ayuda mientras están embarazadas, no después de que dan a luz, para recibir cuidado médico y asesoramiento apropiados. Pero al mismo tiempo, queremos asegurarles a los padres, que si deciden no quedarse con su bebé, que no irán a la cárcel si lo entregan a unas manos seguras en la sala de emergencia de un hospital.



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County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://cao.co.la.ca.us>

DAVID E. JANSSEN
Chief Administrative Officer

August 6, 2004

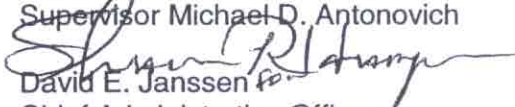
Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

To: Supervisor Don Knabe, Chairman
Supervisor Gloria Molina
Supervisor Yvonne Brathwaite Burke
Supervisor Zev Yaroslavsky
Supervisor Michael D. Antonovich
From: 
David E. Janssen
Chief Administrative Officer

DEPARTMENT OF HEALTH SERVICES RECOMMENDATION TO APPROVE EMERGENCY HOSPITAL AND MEDICAL CARE AGREEMENT WITH AVALON MUNICIPAL HOSPITAL AND CLINIC (ITEM NO. 25, AGENDA OF AUGUST 10, 2004)

Item No. 25 on your August 10, 2004 agenda is the Department of Health Services' (DHS) request for Board approval of an agreement with Avalon Municipal Hospital and Clinic (Avalon). This agreement would provide reimbursement to Avalon up to a maximum of \$25,000 annually for emergency medical services to indigent patients on Catalina Island, effective July 1, 2003 through June 30, 2010. Because this action seeks a retroactive effective date, it is not in compliance with the Board-approved policy to ensure the timely submission of contracts for Board approval.

Despite the retroactive effective date, we approved placement of this item on the agenda for consideration by your Board, because the service costs to be reimbursed are directly related to patient care and the reimbursement amount is fully offset by revenues specifically identified for such emergency medical services. DHS indicates that Avalon is the only medical facility on the island and this reimbursement is critical to the facility in continuing its provision of emergency medical care. Due to the lack of timely communication between Avalon and DHS, the earlier agreement was allowed to lapse without either party confirming the need to renew the agreement and continue this funding.

To avoid issues of retroactivity in the future regarding this agreement, DHS has implemented the appropriate contract tracking mechanism for the Emergency Medical Services (EMS) Division, and procedures are in place to identify EMS contracts that will expire within the succeeding twelve months. Additionally, EMS has increased its internal contract monitoring efforts and has notified Avalon that they are equally responsible for monitoring the expiration of this contract.

If you have any questions or need additional information, please call me or your staff may contact Gregory Polk at (213) 974-1791.

DEJ:DL

SAS:GP:bjs

c: Executive Officer, Board of Supervisors
County Counsel
Auditor-Controller
Director of Health Services

Avalon 08-10-04